

AO 88 (Rev. 11/91) Summons in a Civil Action

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF NEW YORK

United States of America

v.

Summons in a Civil Action

Case Number:

Claim No. : C-108854

Omelio A. Cruz
528 W. Beech St.
Long Beach, CA 11561

TO:

Omelio A. Cruz
528 W. Beech St.
Long Beach, CA 11561

YOU ARE HEREBY SUMMONED *and required to file with the Clerk of this Court and serve upon*

PLAINTIFF'S ATTORNEY

Francis E. Mullen
Mullen & Iannarone, P.C.
Attorneys for the Plaintiff
300 East Main Street
Smithtown, NY 11787

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

AUG 06 1999

DATE

ROBERT C. HEINEMANN CLERK


BY DEPUTY CLERK

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

FILED
IN CLERKS OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ AUG 05 1999 ★

Claim No. : C-108854

Civil Action No. 99-4567

Judge:

UNITED STATES OF AMERICA

vs.

OMELIO A. CRUZ

§
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§
§

PLATT, J.

LINDSAY, M.

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this application pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of New York state, within the jurisdiction of this Court and may be served with service of process at 528 W. Beech St. Long Beach, CA 11561.

The Debt

3. The debt owed the U.S.A. is as follows:

A. Current Principal (*after application of all prior payments, credits, and offsets.*) \$2666.94

B. Current Capitalized Interest Balance and Accrued Interest (*after application of all prior payments, credits, and offsets.*) \$3217.62

C. Administrative Fees, Cost, Penalties
(after application of all prior payments,
credits, and offsets.)

\$0.00

Total Owed

\$5884.56

The Certificate of Indebtedness, attached shows the total owed. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after the application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 9.000% per annum.

Failure to Pay

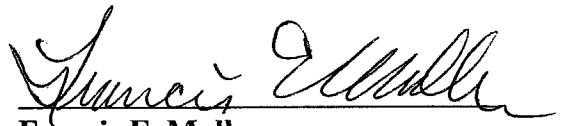
4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, U.S.A. prays for judgment:

A. For the sums set forth in paragraph 3 above, plus pre-judgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For such other relief which the Court deems proper.

By:



Francis E. Mullen
Mullen & Iannarone, P.C.
Attorneys for the Plaintiff
300 East Main Street
Smithtown, NY 11787

Tel. No. (516)361-7050
Fax No. (516)361-7354

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

Name: Omelio A. Cruz
AKA: N/A
Address: 528 W. Beech St.
Long Beach, NY 11561
SSN: 076-58-0313

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 2/5/99.

On or about 4/4/83, the borrower executed promissory note(s) to secure loan(s) of \$2,500.00 from South Shore Fed Sav & Ln Assoc at 9 percent interest per annum. This loan obligation was guaranteed by New York State Higher Education Services Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s) and, credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 7/29/85 and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,666.94 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 1/18/93, assigned its right and title to the loan(s) to the Department.

Since the assignment of the loan, the Department has received a total of \$253.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$2,666.94
Interest:	\$3,104.64
Administrative/Collection Costs:	\$ 0.00
Late fees	\$ 0.00
Total debt as of : 2/5/99	\$5,771.58

Interest accrues on the principal shown here at the rate of \$.66 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 2/11/99 Name: Joan L. Yee
Litigation Analyst
Litigation Branch